

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA**

CHARLESTON DIVISION

DORIS SMITH DINKINS, PERSONAL
REPRESENTATIVE OF THE ESTATE
OF RASHOD SMITH,

Plaintiff,

v.

JORDAN WILLIAMSON, in his individual
capacity; MICHAEL THOMPSON, in his
individual capacity; ROBERT BECKER, in
his individual capacity; RUSSEL
GOTTULA, in his individual capacity;
STEVEN WORLEY, in his individual
capacity; SAMANTHA STROUD, in her
individual capacity; ASHLEY BETTS, in
her individual capacity; and BERKELEY
COUNTY SHERIFF'S OFFICE,

Defendants.

C/A NO.: 2:21-cv-3515-DCN-MGB

**PETITION FOR SETTLEMENT
APPROVAL**

Petitioner Doris Dinkins, as Personal Representative of the Estate of Rashod Smith, respectfully petitions the Court pursuant to S.C. Code Ann. § 15-51-42 for approval of the settlement of this wrongful death and survival action, and would show unto this Honorable Court as follows:

1. That the Petitioner, Doris Dinkins, was duly appointed Personal Representative of the Estate of Rashod Smith by the Probate Court of Berkeley County on February 19, 2021.

2. That this case arises from injuries Decedent Rashod Smith suffered inside of his home on October 14, 2018, in Moncks Corner, South Carolina from the actions of Defendants Williamson, Thompson, Becker, Gottula, Stroud, Betts, and Worley, each deputies with the Berkeley County Sheriff's Office, arising from the use of force against Decedent, the facts of

which being more particularly set forth in the Amended Complaint filed in this action, *see* ECF No. 10.

3. That as a result of these injuries, the Petitioner's Amended Complaint brings causes of action against Defendants for civil rights violations actionable under 42 U.S.C. § 1983, common law negligence, survival under S.C. Code Ann. § 15-5-90, and wrongful death under S.C. Code Ann. § 15-51-10.

4. That the circumstances leading up to and surrounding this incident have been thoroughly investigated by attorneys and experts representing the Petitioner and by attorneys, experts, adjusters, and investigators representing the Defendants in these claims (hereinafter, "Defendants"), and the South Carolina Insurance Reserve Fund and the State Fiscal & Accountability Board (hereinafter "Insurers"), and its insured individuals and entities.

5. That the Petitioner and the Defendants have arrived at an agreed settlement of the claims against the Defendants. Although Defendants dispute liability, the Defendants and their insurers have agreed to pay to pay Six Hundred Thousand and No/100 Dollars (\$600,000.00), inclusive of cash and periodic payments, for the benefit of the Estate of Rashod Smith and the statutory beneficiaries of said Estate, by and through the Personal Representative Doris Dinkins and her attorneys, the McLeod Law Group LLC.

6. That the decedent died intestate. He was unmarried at the time of his death. The statutory beneficiaries of the Decedent are his five minor children (D.S., R.S., S.S., C.Z., and S.Z.) and his two adult children, Tequandre Rashad Dontae Polite and Kajuante Zenas Smith.

7. That because there is no conflict among statutory beneficiaries, Petitioner allocates Five Hundred Forty Thousand and No/100 Dollars (\$540,00.00) of the settlement amount to the survival claim and Sixty Thousand and No/100 Dollars (\$60,000.00) to the wrongful death claim.

8. The Petitioner has incurred bills, costs and expenses for and on behalf of the Decedent and his Estate, including attorney's fees and costs as denoted in the Disbursement Statements provided by Petitioner's counsel, which are set forth in Exhibits A and B. Petitioner is of the opinion that the total attorney's fee is fair and reasonable under the circumstances and reflect substantial and fruitful efforts put forth by the Estate's attorneys and that such fees should be approved by the Court, and that the undersigned, as Personal Representative, should be authorized to pay such fees and costs out of the settlement proceeds with the balance of the proceeds to be paid in accordance with the law. The petitioner therefore requests approval of the Court to pay for legal services rendered by her attorneys as set forth on Exhibits A and B.

9. Pursuant to S.C. Code Ann. § 62-3-719, Petitioner elects to receive \$16,884.98 as compensation for the substantial assistance and care she provided in her role as personal representative of the Estate, including in bringing this case following the death of her son, Decedent Rashod Smith. Petitioner's counsel represents that Petitioner provided substantial assistance in bringing this case and managing the affairs of the Estate of Rashod Smith and that such fee is highly warranted. This fee is therefore appropriate pursuant to S.C. Code Ann. § 62-3-719(a) ("[A] personal representative shall receive for his care in the execution of his duties a sum from the probate estate funds not to exceed five percent of the appraised value of the personal property of the probate estate.").

10. Upon approval of the Court, and in addition to payments made at the time of settlement, the South Carolina Insurance Reserve Fund has offered to pay or cause to be paid future periodic payments to four of Decedent's minor children (S.S., C.Z., S.Z, and R.S) and his two adult children, Tequandre Rashad Dontae Polite and Kajuante Zenas Smith, as set forth on Exhibit C.

11. Upon approval of the Court, net settlement proceeds of \$70,000.00 shall be placed into a Pooled Special Needs Trust for the sole benefit of Decedent's minor child, D.S. Further information on the Legacy Enhancement Pooled Special Needs Trust as well as the Master Trust Agreement and Joinder Agreement are attached hereto for review as Exhibit D.

12. Petitioner is informed and believes the trust and future periodic payments are authorized by S.C. Code Ann. § 62- 5-103 and comply with Settlement Procedure for Minors or Incapacitated Persons issued by the Supreme Court of South Carolina on May 23, 2014.

13. Although there a no outstanding liens against the Estates, the Petitioner agrees that the Decedent's Estate shall be responsible for paying any and all additional outstanding bills of medical providers, funeral expenses, or other providers on behalf of the Decedent and/or the Estate. The Petitioner further agrees that the Estate will be solely responsible for satisfying any and all medical, funeral, or other liens, should they exist, held by any and all third-party medical or other providers, whether statutory or contractual, including but not limited to Medicare, Medicaid, or private insurers, and any such outstanding bills and liens arising from this incident by way of subrogation or otherwise, for medical, drug, hospital, or other services in connection with this motor vehicle fatality.

14. That the Petitioner agrees to provide a written release or satisfaction, prior to disbursal of any of the settlement funds, and hold the Defendants in these claims, and the Insurers, and any of their insured individuals and entities harmless from any and all government liens, including but not limited to Medicare and/or Medicaid, and/or medical subrogated claims, and will be held harmless from any and all potential lien holders. If no liens exist, written confirmation of that fact is to be provided.

15. Petitioner has carefully considered this settlement under all facts and circumstances. She is satisfied from the facts and circumstances that the acceptance of the settlement offer will be advantageous and in the best interests of Decedent Rashod Smith's beneficiaries as it will eliminate the risk of an adverse or limited verdict. Petitioner therefore respectfully requests that the Court approve the settlement.

16. Petitioner's attorneys agree that the settlement is in the best interest of the Estate and its beneficiaries.

WHEREFORE, the Petitioner, Doris Dinkins, as Personal Representative of the Estate of Rashod Smith, prays:

1. That this Court approve the above-described settlement proposal as set forth herein and in the attached exhibits and authorize the Petitioner as Personal Representative for the Estate of Rashod Smith to receive the sum of Six Hundred Thousand and No/100 Dollars (\$600,000.00), inclusive of cash and periodic payments as outlined in Exhibit C ("Description of Periodic Payments"), and in return therefore execute as Personal Representative complete full and final release, ending and terminating the matter and barring all claims which may in any way be asserted on behalf of or for the benefit of Rashod Smith against Defendants.
2. That this Court authorize and direct Defendants and their insurers to pay Petitioner, as Personal Representative of the Estate of Rashod Smith, the settlement proceeds outlined above and to fund or cause to be funded the periodic payments outlined in Exhibit C;

3. That this Court authorize and direct Petitioner, as Personal Representative of the Estate of Rashod Smith, to pay attorney's fees in the amount of \$240,000, plus costs, to McLeod Law Group, LLC.
4. For such other and further relief as this Court may deem just and proper.

Respectfully submitted,

McLEOD LAW GROUP, LLC

Post Office Box 21624
Charleston, South Carolina 29413
(843) 277-6655

s/ Colin V. Ram

Colin V. Ram, No. 12958
W. Mullins McLeod, Jr., No. 7142

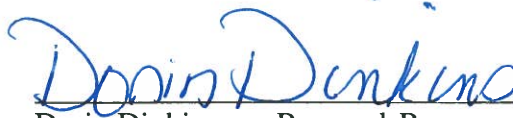
Date: August 23, 2023
Charleston, South Carolina

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

VERIFICATION

PERSONALLY APPEARED before me, Doris Dinkins, as Personal Representative of the Estate of Rashod Smith, who, after being duly sworn, state as follows: That she is the Petitioner herein, that they have read and understand the foregoing Petition for Approval of Settlement and its Exhibits, that the same is true and correct to the best of their knowledge, information, and belief, and that they believe the same to be true.



Doris Dinkins, as Personal Representative of the Estate of Rashod Smith

SWORN to and subscribed before me on
this 22 day of August, 2023



Notary Public for South Carolina

My Commission Expires: 10/10/23

ATTORNEY'S CERTIFICATE

I hereby certify that I, as attorney for Doris Dinkins, as Personal Representative of the Estate of Rashod Smith, have considered the proposed settlement set forth hereinabove and do hereby approve such settlement and recommend that she be approved by this Court.

This 23rd day of August, 2023, in Charleston, South Carolina.

McLEOD LAW GROUP, LLC

Post Office Box 21624
Charleston, South Carolina 29413
(843) 277-6655

s/ Colin V. Ram

Colin V. Ram, No. 12958
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Date: August 23, 2023
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